Introduction

Just when Spider-Man™ thought it was safe to take a little break, he's summoned by the famous Colonel Nick Fury of S.H.I.E.L.D. Fury has had his eye on Spider-Man for quite some time, and now he's being recruited to help take on a worldwide threat, unlike anything he's ever seen before. Spider-Man will journey to the far corners of the earth, teaming up with a host of Super Hero™ friends—and some of his most famous foes—to ultimately bring down an Evil Mastermind who threatens to change the world forever.

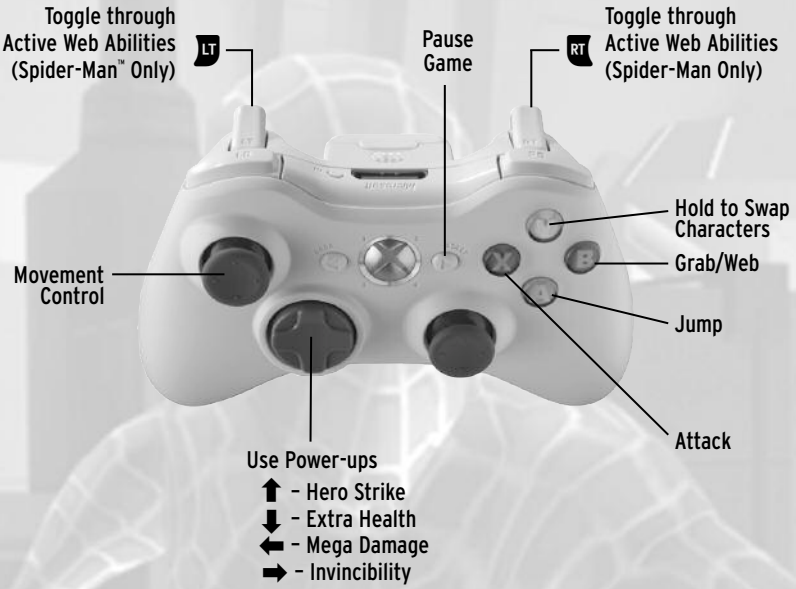
Basic Controls

ACTION	KEYBOARD AND MOUSE	LAPTOP
Move	A, S, D, W	A, S, D, W
Attack	Left Click or Num4	J
Grab	Right Click or Num6	L
Jump	Space	Space
Special Attack	1, 2, 3, 4	1, 2, 3, 4
Select Web	Mouse Wheel or Num7, Num8, Num9	U, I, O
Next/Previous Web Ability	Q, E	Q, E
Tag Sidekick	Press and hold Tab	Hold Tab
Pause	Esc	Esc
Navigate Menus	Enter = Select Esc = Back or Cancel Edit (if currently editing a binding) Backspace = Remove a Binding Mouse Click = Select	

Note: You can customize bindings and set-up additional controllers in the Options menu. Assign a controller to Player 2 and invite a friend to join the fun!

Latest information: You will find the latest information about the game in the Readme file on the game disc. Select ***Support*** *from the Autorun Menu, then select* ***Readme*** *to see this information. Make sure to read this file as it contains important compatibility informations.*

Xbox 360™ Controller for Windows



Family Settings
Family Settings in Games for Windows – LIVE complement Windows Vista parental controls. Manage your child's access and experience with easy and flexible tools. For more information, go to www.gamesforwindows.com/live/familysettings.

Navigating The Menus

The S.H.I.E.L.D. Helicarrier
The S.H.I.E.L.D. Helicarrier is the hub of the game. From inside the Helicarrier you can select your mission locations, change character sidekicks, view the Upgrade Lab and purchase web upgrades, upgrade sidekicks, purchase special power ups, access Versus mode, select options and view cool bonus unlockables.

Mission Locations
Mission locations are accessed through the consoles on the main level of the Helicarrier. As each world location is unlocked, the touch pad in front of it will light up, signaling a new location is available. To access world locations, stand on the touch pad in front of a console and press the **Enter** key. Once inside the Mission Location menu, use the **mouse** or the **arrow keys** to toggle through the available locations. Press **Enter** to select a location.

Note: Locations will be marked with a star once all DNA Helixes, Keystones and Versus Arenas are obtained.

Sidekick Select
The sidekick select console is located in the center of the main Helicarrier level. A hologram of the selected character will appear over the console. To select a sidekick, stand in front of the console and press the **Enter** key. Once in the Sidekick Select menu, use the **mouse** or the **arrow keys** to cycle through the available characters.

Note: Sidekicks will be marked with a star once all of their upgrades have been purchased.

Upgrade Lab
The Upgrade Lab is located on the upper level of the Helicarrier, to the left of the stairs. From here you can check your inventory and purchase new items, upgrade Spider-Man™'s abilities in the Web Lab, and upgrade sidekick abilities in the Character Upgrade menu.

Versus Mode Arenas
The Versus mode console is located on the main level of the Helicarrier, to the right of the Mission location consoles. From this menu you can see what Versus mode arenas you've unlocked, choose the arena you would like to play in, and choose the two characters to take into Versus mode. Versus mode is a Co-op-only feature.

Black-Suit Containment
The Black-Suit containment console is located on the main level of the Helicarrier, to the far right. From this menu you can select Black-Suited Spider-Man™ once he's unlocked.

Options
The Options menu console is located on the upper level of the Helicarrier, to the far right. It's also accessible from the Pause menu, but not while on the Helicarrier. This menu allows you to adjust saving the game, audio settings, video and quality settings, as well as controller options.

Rewards
The Rewards console is located on the upper level of the Helicarrier, in the center of the screen. From here you can view all of your unlocked characters and locations as well as cool bonus goodies unlocked in the game.

Pause Menu
Press **ESC** to access the Pause menu while playing *Spider-Man*™*: Friend or Foe*. From the Pause menu you can exit to the Helicarrier, view the Options menu and your Character Move List. Player 2 can also use the **Start** button on his controller to drop-out of Co-op play.

Saving the Game
If Auto Save is selected in the Options menu, the game will auto save at the end of each completed level. To make sure you're able to continue where you left off, be sure to create a saved game file at the start of the game. You can also manually save the game from the Options menu in the Helicarrier.

Game Modes

Spider-Man™*: Friend or Foe* features three modes of play: Single Player Story Mode, Co-op Story Mode and Co-op Versus mode.

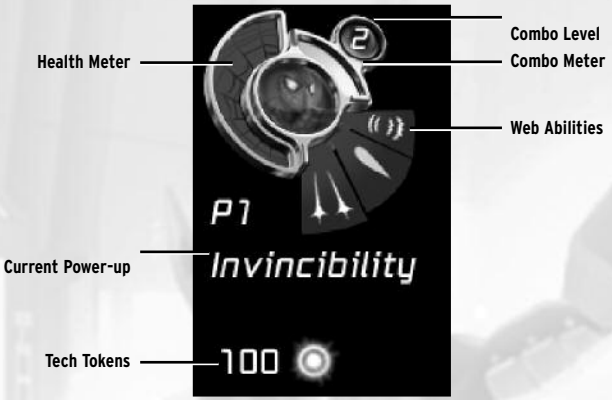
Single Player Story Mode – In Single Player mode, you have the option to play as either Spider-Man™ or his sidekick. When in Single Player mode, the second on-screen character will be controlled by AI. Switch between characters at any time by holding the **Tab** button. To select a new sidekick character, return to the Helicarrier and go to the Sidekick Select console.

Co-op Story Mode – In Co-op Story mode, two players can join in the fun, either from the start or mid-game. *Spider-Man*™*: Friend or Foe* features a "drop in/drop out" Co-op play, so a friend can join at any time, even during Single Player mode. To add a second player during Single Player mode, insert an XB360™ for Windows controller and press the Player 2's **Start/Pause** key. Any other type of controller has to be inserted before launching the game and configured in the Options menu of the Title Screen. To drop out of Co-op mode, go to the Pause menu on the specific player's controller and select the **Drop Out** option.

Versus Mode – In Versus mode, two players have the opportunity to play any unlocked character against one another. Super Villain™ against Super Villain, Super Hero™ against Super Hero, or Super Hero against Super Villain...the choice is yours.

Pause Menu – Pausing in Helicarrier allows you to quit the game or drop out of Co-op play.

Heads-Up Display (HUD)



The HUD gives you quick easy access to your character information.

Current Ability – Spider-Man™'s currently selected ability will show next to his icon.

Health Meter – This red meter beside the character icon shows how much health your character has.

Combo Meter – This yellow meter and number beside the character icon shows your character's current combo level. The Combo Meter will fill when you vary your moves and combination attacks. The higher the number displayed, the more tokens enemies will drop when defeated. Your combo level will drop if you are defeated.

Tech Tokens – Tech Tokens are dropped by defeated enemies and found inside objects. The number of tokens earned by each character are displayed at the bottom right and left of the screen. Tech Tokens are used to upgrade characters and to purchase inventory items.

Keystones – Keystones open up secret areas. The number of Keystones collected will be displayed at the bottom center of the screen.

Power-up Inventory – Temporary Power-ups can be found inside objects throughout the worlds. As these are picked up, they're held in your inventory until you decide to use them. Once a Power-up is collected, the inventory will flash on screen to show which item you got and where it is located. Inventory is only visible when getting a pick-up or when pausing the game. You'll see it top-center on the display screen.

Basic Combat

Spider-Man™ will start the game with his basic attacks and one special web attack—web line. As you progress through the game, two new web abilities will be unlocked—web shoot and web stun—and all abilities can be upgraded and modified in the Web Lab by using Tech Tokens collected during combat.

Sidekick characters will also start with their basic attacks and one special attack. All sidekicks can be upgraded by using Tech Tokens in the Character Upgrade menu. Additional special attacks can be purchased.

Combos

Spider-Man has numerous combination moves he can do by combining attack, jump and grab/web button presses. Try various 2- and 3- button attack combos for powerful melee attacks. Spider-Man's acrobatic abilities allow him to do amazing flips, jumps and aerial attacks. Use a variety of jump and attack button combos to grab enemies out of the air or toss them up for team combos. And for spectacular web attacks, combine the grab/web button with jump or attack for devastating results.

Team Combos

The best part about having a sidekick with you is team combat. Spider-Man and his sidekicks can work together both in Single Player mode and Co-op mode to perform team attacks.

Swinging and Wall Sticking

Spider-Man can web swing by pressing Jump **(spacebar)**. Swinging can be used for locomotion or as a devastating attack by holding the Jump **(spacebar)** button. Spider-Man can also stick to walls and launch attacks from a spot above the action. To wall stick, double-jump against a wall and hold the Jump **(spacebar)** button.

Grappling and Throwing

Most enemies and objects can be held, grabbed or thrown by Spider-Man and his sidekicks. To grab an object or enemy, press the Grab **(right-click or Num6)** button when next to the object/enemy. To throw, press and hold Grab **(right-click or Num6)** again. Sidekicks can hold large enemies so Spider-Man can perform a team attack. To hold a large enemy as a sidekick, press Grab **(right-click or Num6)** when close to a large enemy. Spider-Man and his sidekicks can also perform powerful finishing moves on large enemies. To do this, attack a large enemy until it is stunned and press the **Num6** key when you see the icon appear.

Boss Battles

Throughout his adventure, Spider-Man™ will run into a host of some of his most notorious enemies. These battles require a bit of strategy and careful thought as to which sidekick to take in, so choose wisely. Once defeated, these Super Villains™ will be persuaded to join Spider-Man and will become part of your playable sidekick roster.

Collectibles

Throughout the game you'll collect a variety of tokens and special objects. Some are dropped by enemies, some are inside objects and others are hidden, so explore each area carefully.

Tech Tokens are dropped from defeated enemies and objects. Tech Tokens are the game currency and can be used to purchase upgrades and Power-ups. Note: They are also hidden in bushes and other secret areas throughout the levels.

Power-ups are found inside objects in the world and can also be purchased. Power-ups are held in your player inventory and can be used at any time. Each item has a set number that can be held in your inventory, so use them wisely. Note: They are also hidden in bushes and other secret areas throughout the levels.

Keystones are found hidden throughout the worlds and are used to unlock secret areas. Defeating the Phantoms in these areas will unlock the area for use in Versus mode.

DNA Helixes are also found hidden throughout the worlds and will unlock concept art in the Rewards Terminal in the Helicarrier.

For hints and tips about this title, please visit:

OFFICIAL STRATEGY GUIDES
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Warranty Replacements
Activision, Inc.
P.O. Box 67713
Los Angeles, California 90067

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3. A brief note describing the defect, the problem(s) you encountered and the system on which you are running the product
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Note: Certified mail is recommended.

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2. Your name and return address, typed or clearly printed
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